

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant <i>Daniel J. Edelman, Inc. 1500 Broadway New York, NY 10036</i>	2. Registration No. <i>3657</i>
--	------------------------------------

3. Name of foreign principal <i>Davis Manafort International LLC</i>	4. Principal address of foreign principal <i>211 North Union Street Suite 250 Alexandria, VA 22314</i>
---	---

5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input checked="" type="checkbox"/> Other (specify): <u>Political Consultancy</u>

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant. *N/A*

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address.

b) Name and title of official with whom registrant deals. *N/A*

c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Political Consultancy

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Davis Manafort International LLC is directed by a foreign political party, the Ukraine Parties of Regions to consult on the political campaign in Ukraine.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Rick Davis and Paul Manafort

Date of Exhibit A	Name and Title	Signature
01/23/08	Russell Dubner, Managing Director	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Daniel J. Edelman, Inc.	2. Registration No. 3057
--	-----------------------------

3. Name of Foreign Principal Davis Manafort International LLC
--

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Edelman was retained to develop and execute a media campaign that communicated the Prime Minister's reform program, success in driving foreign investments to Ukraine and his actions toward making Ukraine a more democratic country. Edelman's work consisted of creating messages, writing fact sheets, backgrounders, and outreach to select top tier media in the U.S. Edelman also identified experts and analysts focused on the former Soviet Union and assisted the foreign principal in formulating its message in order to communicate its message to these identified experts and analysts.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Edelman retained by Davis Manafort International LLC to develop a communications campaign to increase Prime Minister Yanukovich's visibility in the US and Europe. The program will consist of media outreach and support, materials development (e.g. media lists, influencer lists) and influencer engagement to share the Prime Minister's vision for Ukraine, his reform slated for 2008, his accomplishments in economic development as well as Ukraine's business environment.

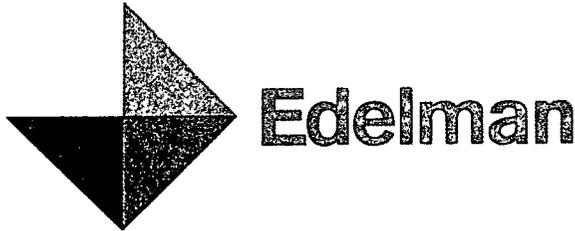
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Edelman was retained to develop and execute a media campaign that communicated the Prime Minister's reform program, success in driving foreign investments to Ukraine and his actions toward making Ukraine a more democratic country. Edelman's work consisted of creating messages, writing fact sheets, backgrounders, and outreach to select top tier media in the U.S. Edelman also identified experts and analysts focused on the former Soviet Union and assisted the foreign principal in formulating its message in order to communicate its message to these identified experts and analysts.

Date of Exhibit B	Name and Title	Signature
01/23/08	Russell Dubner, Managing Director	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



LETTER AGREEMENT

May 31, 2007

Mr. Paul Manafort
Davis Manafort International, LLC
211 North Union Street
Suite 250
Alexandria, VA 22314

For Edelman Use Only

GM:

Client Code:

Project No(s):

Dear Mr. Manafort:

This letter constitutes the master services agreement ("Agreement") between **Davis Manafort International, LLC** ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement.

2. **Compensation.**

2.1. **Budget.** The total projected fees and expenses for the Services are set forth in the SOW and the ("Budget"). The Budget pertains to Services only as set forth in the SOW. If other services are required, the parties will mutually agree upon the terms and a revised Budget.

2.2. **Prepayment.** Client shall pay Edelman a monthly prepayment equal to thirty five thousand (US\$35,000.00) ("Retainer") prior to Edelman beginning or continuing to perform any Services. Edelman shall bill Client the monthly Retainer two weeks prior to the beginning of each month. Edelman shall apply such prepayment(s) to Client's payment obligations set forth in this Section 2.

2.3. **Fee Billing.** Edelman shall bill at the beginning of each month, an amount of thirty five thousand dollars (US\$35,000.00) ("Retainer"). The Retainer shall compensate Edelman for performance of the Services during that month. Edelman shall not be obligated to provide Client with hourly billing detail.

2.4. Expenses.

(a) Out-of-pocket Expenses. Client shall reimburse Edelman for all out-of-pocket and third-party vendor expenses incurred by Edelman in performing the Services. Client shall be required to prepay Edelman or direct pay vendors for any individual expense equal to or greater than US\$5,000. All expenses not included in the budget will require approval in advance by the Client.

(b) Travel Expenses. Client shall reimburse Edelman monthly for all travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips. Such expenses are not subject to the 10% service charge.

(c) Taxes. Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

(d) Rebates. Edelman shall not pass on to Client any rebate Edelman receives if such rebate is based on Edelman's overall purchase volume and not a purchase specifically and solely for Client's account.

2.5. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

2.6. International Services. All amounts due under this Agreement shall be billed and paid in US dollars.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions,



claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client, that Client directed Edelman to use or that were approved by Client, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of June 1, 2007 and shall continue through October 31, 2007. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than thirty (30) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred

through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. Limitation of Liability. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. Confidentiality. Each party will keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

8. Intellectual Property. Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will, upon Client's request, assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, media training guides, influencer lists, data bases, BrandCARE™ materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. **Non-Solicitation of Employees.** During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. **Choice of Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of New York, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of New York. This Section shall survive termination or expiration of this Agreement.

11. **Attorneys' Fees.** In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty (30) days, the other party may terminate the affected SOW.

14. **Notice.** Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; (iv) transmitted by facsimile, upon receipt of a confirmation of receipt, or (v) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

To Client: Paul Manafort
Davis Manafort International, LLC
211 North Union Street
Suite 250
Alexandria, VA 22314

Tel: 703-299-9100
Fax:
Email: pmanafort@davismanafort.com

To Edelman: Christopher Deri
General Manager
Daniel J. Edelman, Inc.
1500 Broadway
New York, NY 10036

Tel: 212-704-4520
Fax: 212-391-6389
E-mail: chris.der@edelman.com

With a copy to: Office of the General Counsel
Daniel J. Edelman, Inc.
200 East Randolph Drive, 32nd Floor
Chicago, IL 60601

Facsimile: 312-297-6990
E-mail: shan.bhati@edelman.com
peter.petros@edelman.com

15. Section Headings. Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. Counterparts. This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

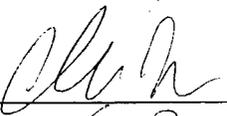
17. Entire Agreement. This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.



Sincerely,

DANIEL J. EDELMAN, INC.

By: 

Title: _____

ACCEPTED AND AGREED TO ON
THIS ___ DAY OF _____.

DAVIS MANAFORT INTERNATIONAL, LLC

By: 

Title: Managing Partner